

**Staff  
Summary  
Report**

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**To: Mayor & City Council  
Through: City Manager**

**Agenda Item Number** 29  
**Meeting Date** 9-13-01

**SUBJECT: Workforce Investment Act Intergovernmental Agreement**

**PREPARED BY:** Judy Tapscott, Deputy Manager Community Services, Social Services,  
(350-5454)

**REVIEWED BY:** Tom Canasi, Community Services Manager, (350-5305)

**BRIEF:** Request approval of an intergovernmental agreement with Maricopa  
County for Federal Workforce Investment Act youth funds.

**COMMENTS:** **COMMUNITY SERVICES ADMIN (0701-01)** Request approval of an  
intergovernmental agreement with Maricopa County for \$92,835.36 in Federal  
Workforce Investment Act youth funds to provide employment and training for  
economically disadvantaged at-risk youth.

**Document Name: (20010913CSJT01) Supporting Documents: Yes.**

**SUMMARY:** A nine-month grant contract with Maricopa County to provide  
Workforce Investment Act youth services in the City of Tempe. These services  
target economically disadvantaged at-risk youth ages 14 through 21 years of age.  
The services include comprehensive case management, supportive services,  
workshops, tutoring, paid occupational training, summer school tuition, mentoring,  
paid summer work experience and career internship programs.

**FISCAL NOTE:** The amount of the award is \$92,835.36 to commence October 1, 2001 through  
June 30, 2002. There is no fiscal obligation on the part of the City.

**RECOMMENDATION:** Approval of this intergovernmental agreement with Maricopa County will direct  
comprehensive employment and training services to those youth most in need in  
our community.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
By and Through  
HUMAN SERVICES DEPARTMENT  
And  
City of Tempe**

Contract: No: C-22-02-123-2 Contract Type: Cost Reimbursement

Contract Amount: \$92,835 Purpose: WIA Youth Services

Contract Start Date: October 01, 2001

Contract Termination Date: June 30, 2002

This contract is entered into by and between the City of Tempe, hereinafter referred to as the Contractor, and Maricopa County, by and through the Human Services Department, hereinafter referred to as the Department. The Contractor, for and in consideration of the covenants and conditions, shall provide and perform the services set forth herein. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I - General Provisions/Contract Standards  
Section III - Work Statement

Section II - Special Provisions  
Section IV - Budget

Contractor Point of Contact:

Contractor Representative: Mayor Neil G. Giuliano Phone: (480) 350-8865

Address: P.O. Box 5002, Tempe, Arizona 85280

County Point of Contact

Maricopa County: Department Director

Address: 2801 West Durango Street, Phoenix, Arizona 85009

Agreement No: C-22-02-123-2

Contractor: City of Tempe

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Contractor, in any State or Federal Court.

IN WITNESS THEREOF, the parties enter into this Agreement:

CONTRACTOR:

MARICOPA COUNTY  
BOARD OF SUPERVISORS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Neil Guiliano, Mayor

**Jan Brewer, Chairman**

Typed Name and Title

Typed Name and Title

Attested:

\_\_\_\_\_  
**Fran McCarroll**  
Clerk of the Board

This Agreement has been reviewed pursuant to Section 11-251 and 11-951, et seq., Arizona Revised Statutes, by the undersigned Deputy County Attorney who has determined that it is proper in form and within the power granted under the laws of the State of Arizona.

APPROVED AS TO FORM:  
RICHARD ROMLEY  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
Deputy County Attorney

**MARICOPA COUNTY HUMAN SERVICES DEPARTMENT  
WORKFORCE DEVELOPMENT DIVISION  
CONTRACTOR: CITY OF TEMPE**

**Pg. 1 of 1**

**APPROVED BY: Darcy Bucholz  
PREPARED By: Barb Rorwick  
ENTERED BY: Barb Rorwick  
COMPILED BY: Barb Rorwick  
Date: 08-27-01**

**CONTRACT NO. C-22-02-123-2  
PERIOD October 1, 2001 - June 30, 2002**

Service Categories				
REVENUE	Out/School	In/School	Summer	TOTAL
WIA - Youth	32,405	31,948	28,482	92,835
<b>TOTAL REVENUE</b>	32,405	31,948	28,482	92,835
EXPENSE	Out/School	In/School	Summer	TOTAL
Personnel/ERE	11,718	17,097	10,235	39,050
Operating Services	2,540	5,040	2,294	9,874
Direct Costs	18,147	9,811	15,953	43,911
<b>TOTAL EXPENSE</b>	32,405	31,948	28,482	92,835

SOURCE: CITY OF TEMPE FUNDING: WIA

Reimbursable Operating Budget

92,835  
92,835

**Total WIA Funds**

# **SECTION I**

## **GENERAL PROVISIONS CONTRACT STANDARDS**

GENERAL PROVISIONSA. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

B. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth:

1. Board of Supervisors means the Maricopa County Board of Supervisors.
2. Contract means the resulting legal agreement between the Maricopa County, by and through the Maricopa County Human Services Department, and another entity or entities, including Intergovernmental Agreements.
3. Contract Administrator means the person administering the Contract on behalf of the Department.
4. Contractor means the person, firm or organization listed on the Cover Page of the Contract.
5. Contract Specialist means the liaison between the Department and the Contractor that is responsible for contract monitoring and technical assistance.
6. Department means the Maricopa County Human Services Department.
7. Director means the Director of the Department.
8. Fidelity Bond means a bond to indemnify the Contractor against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
9. Juvenile means any person under the age of eighteen (18).
10. Payment Bond means a bond executed to assure payment as required by law to all persons performing work or providing materials in the execution of work provided in this Contract.
11. Performance Bond means a bond executed to secure fulfillment of all of the Contractor's obligations under this Contract.

12. Provider means any Contractor and/or Subcontractor providing services required by this contract.
13. Public Agency means any governmental unit established by Charter, Statute, Congressional Act or Presidential Executive Order.
14. Subcontract means any contract entered into by a Contractor with a third party for performance of any of the work or provision of any of the services covered by this Contract.
15. Subcontractor means any agency funded through the Contractor to provide services required by the Work Statement. A subcontract must be approved in writing by the Contract Administrator.
16. Work Statement means the section of this Contract, which contains a description of services to be delivered pursuant to this Contract.

C. GENERAL REQUIREMENTS

1. The terms of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.
2. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee or agent of Maricopa County.
4. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its Directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the Department and has received written approval therefor.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. 38-502.

D. AMENDMENTS

All Amendments to this Contract shall be in writing and signed by both parties.

E. ASSIGNMENT/SUBCONTRACTING

No right, liability, obligation or duty under this Contract will be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Contract Administrator. Contractor shall bear all liability under this Contract, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

F. AVAILABILITY OF FUNDS

1. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Department disbursement. The Director shall be the authority in determining the availability of funds under this Contract and the Department shall keep the Contractor fully informed as to the availability of funds.
2. If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Contract, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under, or in connection with this Contract. In the event of termination, Maricopa County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

G. DISPUTES

1. Except as may otherwise be provided for in this Contract, any dispute not involving a question of law arising during contract performance, that is not resolved between the parties within a reasonable time shall be submitted in accordance with the Department's contract disputes process.
2. The Contract Administrator administering the contract shall reduce his/her decision to writing and mail or otherwise furnish the Contractor with a copy. The decision of the Contract Administrator shall be final and conclusive unless within seven (7) working days from the date of receipt of such a copy, a written notice of appeal is filed with the Director. The Director shall provide the Contractor with a written response within fourteen (14) working days following its receipt. The decision of the Director shall be final and conclusive unless the Contractor requests in writing within seven (7) working days following receipt of the Director's decision that the responsible Associate County Administrator review the decision.



3. A written decision of the Associate County Administrator will be issued within thirty (30) calendar days and shall be the final position of Maricopa County concerning the dispute, excepting where applicable State or Federal law or regulation specifies otherwise.
4. Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Contract Administrator's decision.

#### H. DEFAULT

The director may recommend to the Board of Supervisors to suspend, terminate or modify this Contract immediately upon written notice to the Contractor in the event of nonperformance of stated objectives or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide required service with the specified time frame.

#### I. TERMINATION

1. This contract is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.
2. Either party may terminate this Contract at any time, with sixty- (60) days notice in writing to the other party (unless terminated by the Board of Supervisors under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.
3. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
4. Maricopa County has the right to terminate this Contract upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration of the term of this Contract stated on the Cover Page of this document.

#### J. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

K. STRICT COMPLIANCE

Acceptance by the Department on behalf of the County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract will be in writing.

L. NON-LIABILITY

Maricopa County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the Contractor, Subcontractor or any employee, officer agent or representative of Contractor or Subcontractor, in anticipation of funding hereunder.

M. INDEMNITY

Nothing in this agreement is intended to impair any statutory or common law right to indemnity that either party may have.

N. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

O. SINGLE AUDIT ACT REQUIREMENTS

Contractors in receipt of Federal funds through Maricopa County Human Services Department are subject to Federal audit requirements according to P.L. 98-502 "The Single Audit Act". The contractors shall comply with OMB A-128 by contracting for A-128, A-110 attachment f, A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to Maricopa County Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the twelve- (12) months following the close of the fiscal year. Contractors shall take corrective actions within six (6) months of the date of receipt of the reports. The Department of Housing & Human Services shall consider sanctions as described in section 17 of OMB A-128 for contractors not in compliance with the audit requirements.

P. AUDIT DISALLOWANCES

1. The Contractor shall, upon written notice thereof, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County spends to pursue legal action relating to such disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed cost in question
2. If at any time it is determined by Maricopa County that a cost for which payment has been made is a disallowed cost, the Department will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

Q. STAFF AND VOLUNTEER TRAINING

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

R. OFFICIALS NOT TO BENEFIT

No member of the Department, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner will be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

S. CLEAN AIR ACT

If the total face value of this Contract exceed \$100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970 as Amended (42 USC 1857b, et.seq.) to the extent any are applicable by reason of performance of this Contract.

T. LOBBYING

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ""Disclosure form to Report Lobbying,""in accordance with its instructions.

U. RELIGIOUS ACTIVITIES

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

V. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by Maricopa County or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

W. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty Maricopa County shall have the right to annul this Contract without liability.

X. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any party of any information concerning an applicant for, or recipient, of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

Y. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Agreement without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, and available information that is relevant to this Contract and to the performance herein.

**Z. COPYRIGHTS**

If the Contract results in a book or other written material, the author is free to copyright the work, but Maricopa County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from the Contract.

**AA. PATENTS**

Any discovery or invention arising out of, or developed in the course of, work aided by this Contract shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**BB. CONTRACT COMPLIANCE MONITORING**

The Department will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the Department and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under this Contract or for similar work and/or service provided under other grants and Contracts.

**CC. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

1. The Contractor shall, during the term of this Contract, immediately inform the Contract Administrator in writing of the award of any other contract or grant including any other contract or grant awarded by Maricopa County where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and Maricopa County shall have the right to annul this Contract without liability.
2. The Contract Administrator may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the Contract Administrator the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
3. If the Contract Administrator determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the Contract Administrator will prepare a

Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

DD. MINIMUM WAGE REQUIREMENTS

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

EE. RECOGNITION OF DEPARTMENT SUPPORT

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

FF. INSURANCE

The Contractor shall have in effect at all times during the term of this Contract, insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall name Maricopa County as an additional insured party. The Contractor shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a Certificate of Insurance or a certified copy of the insurance policy or other such documentation as is required by the Contract Administrator.

1. The following types and amounts of insurance are required as minimum:
  - a. Worker's Compensation according to statutory limits.
  - b. Unemployment Insurance as required by Arizona Law.
  - c. Public Liability, Bodily Injury and Property Damage;
    - 1) General Liability, each occurrence, \$1,000,000
    - 2) Property Damage \$1,000,000; or
    - 3) Combined single limit, each occurrence, \$1,000,000 minimum.
  - d. Automobile and Truck Liability, Bodily Injury and Property Damages.
    - 1) General Liability, each occurrence, \$1,000,000
    2. Property Damage \$1,000,000; or
    - 3). Combined single limit, each occurrence, \$1,000,000, minimum
2. Contractors providing professional or semi-professional personal services for which malpractice or professional liability coverage is available, such as medical, psychiatric or legal services, shall carry minimum liability coverage of ONE

MILLION DOLLARS (\$1,000,000) each occurrence and provide the Department with proof of coverage.

3. Public agencies will provide such coverage as required such coverage as required by law.

GG. BONDING

- 1 The Contractor shall not receive any initial reimbursements under this Contract in an amount greater than the Contractors boxing limit. Contractor shall provide the Contract Administrator with documentation of required bonding.
2. Contractor shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement whichever is greater
3. Bonding requirements shall prevail throughout the term of this contract.

HH. GRIEVANCE PROCEDURE

The Contractor shall establish a system through which applicants for and recipients of services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

II. NON DISCRIMINATION

The Contractor, in connection with any service or other activity under this Contract, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts ensuring to the benefit of the Contractor or Maricopa County.

JJ. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and;

Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

KK. FINANCIAL MANAGEMENT

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by Maricopa County in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

LL. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor which are reasonably considered as pertinent to this Contract
2. The Contractor agrees to retain all records relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer and the Department, Federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

MM. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse Maricopa County for the services not supported and documented.

NN. COMPETITIVE BID REQUIREMENTS

1. Equipment

If this Contract is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized in the Performance of the Contract, and purchased with funds provided under this Contract, at the lowest practical cost and shall purchase by a system of competitive bidding as follows:

- a. Procurements in excess of \$300 but less than \$1,000 require oral price quotations from two or more vendors. A record of the vendor's verbal



quotations will be maintained. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

- b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the Contract Administrator. At least three bidders shall be solicited by submitting written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

If this Contract is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized in the performance of the Contract, and purchased with funds provided under this Contract, at the lowest practical cost and shall purchase by a system of written quotes whenever the price of supplies is expected to be greater than \$300, unless prior written approval to purchase by an alternate method is obtained from the Contract Administrator.

3. Minority/Women and Small Business Enterprises

The Contractor shall take positive steps to provide an opportunity for minority/women and small businesses to compete in the procurement of equipment and supplies.

4. If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Contract.

OO. PROPERTY

Any property furnished or purchased pursuant to the terms of this Contract shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to Maricopa County upon termination of this Contract, or otherwise be disposed of in accordance with instructions issued by the Contract Administrator. Repair costs of such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount are subject to approval by the Contract Administrator.

PP. IMMIGRATION REFORM AND CONTROL COMPLIANCE

Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in

performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

QQ. DRUG-FREE WORKPLACE ACT

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

RR. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

SS. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 39-511, the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, and employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of this County from any other party to the contract arising as the result of the contract

TT. BASIC RIGHTS AND OBLIGATIONS OF THE PROVIDER

The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this Contract.

1. Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be fingerprinted as a condition of employment. The Provider shall submit employee fingerprints to the agency designated below before the performance of any job duties by the employee, which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.

- a. Contractors providing Workforce Investment Act (WIA): Arizona Department of Economic Security,

- b. Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020
2. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
3. Personnel who are employed by any provided, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.
- Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.
4. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation or any act of child abuse prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.
5. This contract may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual exploitation, or any act of child abuse or that the person has been convicted of or are awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

Sexual abuse of a minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child.

The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted or is awaiting trial on the offenses listed in this subsection or has committed any of the acts listed in subsection 5 of this section is immediately prohibited from employment or service with the provider in any capacity requiring or allowing contact with juveniles.

6. The contract may be cancelled or terminated if the fingerprint check or certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles without supervision discloses that the person has been convicted of or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction: Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.

The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.

7. The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification forms in connection with that employment.
8. Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor or licensee's employees are exempt from the fingerprinting requirements of this section.

#### UU. EMPLOYMENT DISCLAIMER

This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

The parties agree that no individual performing under this Contract on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual.

The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

VV. YEAR 2000 COMPLIANCE

All contractors who are suppliers of any and all "Products" and services contracted by Maricopa County will be Year 2000 Compliant. "Year 2000 Compliant" means that they can continue their business operations and will accurately process date and time data from, into and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, the year 1999 and 2000, and for all leap years. "Process Date and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion, edits and validations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 Compliant, when used in combination with their (contractor) other date required interfaces, shall accurately process date and time data either passed to or received from their other customers/suppliers and properly exchanges date and time data with them.

1. Projects shall not commence prior to October 1, 2001 and shall not extend beyond June 30, 2002, unless the one- (1) year options to renew based on satisfactory performance, availability of funds and approval of the Maricopa Workforce Connection and the Board of Supervisors is exercised. Contracts may not be renewed in the event of significant changes in WIA or workforce development legislation or regulations.
2. Contractors will adhere to fingerprinting requirements as outlined within General Provisions. The contractor will ensure that appropriate staff is fingerprinted and the resulting review reports are received and made available for review by the Department on request. Prior to October, 2001, the Contractor will submit to the Contract Administrator a written statements that the appropriate staff have submitted fingerprints for review, and have completed and had notarized the Certification or Employment form prior to the first date of the contract term. The Contractor letter shall also state the Contract Administrator will be notified in writing once the Contractor is in receipt of fingerprint review results.
3. Contractor must be able to confirm that it has all necessary licenses, certificates and permits for operation of the proposed program in the State, City County or Town.
4. Contractor must be able to meet all Civil Rights, Equal Opportunity and Affirmative Action laws and any other applicable rules and regulations imposed by Federal, State or local jurisdiction.
5. Contractor must provide a certification of its current accounting systems by a Certified Public Accountant.
6. Should additional funds become available, MCHSD may amend the current Contract to incorporate these funds for additional services to be provided. MCHSD and the Contractor will negotiate these amendments. Another Request for Proposals (RFP) process will not be necessary unless the MCHSD determines that an RFP process is necessary to ensure program quality.
7. **Staff Meetings and Training Sessions**  
The Contractor's Director or designee and appropriate staff will attend all training and program review sessions and other meetings pertaining to program operations as requested by the WIA Contract Administrator.
8. **Facilities and Space Utilization**  
Any changes in facility utilization, which would affect Contractor operations or the allocation formula for space utilization, must be approved by the Contract Administrator prior to implementation.

9. Fiscal Management

The Contractor's fiscal policy will be governed by, and in accordance with WIA regulations, the current Department Fiscal Manual, the WIA cost principles and program Budget guidelines, and the County fiscal Management Procedures Manual.

10. Hours of operation

The Contractor will maintain operations during the hours of 8:00 A.M. to 5:00 P.M.; Monday through Friday. However, the Contractor will be flexible in this schedule and if need dictates, will extend the hours of operation.

11. Holidays

The number of holidays for staff and participants will not exceed ten (10) within the contract period (twelve months). Holidays observed on days other than those specified below must be approved in writing by the Contract Administrator prior to the date of observance. Contractor holidays are specified below:

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day

Thanksgiving Day  
Christmas Day  
New Years Day  
Civil Rights Day

President's Day  
Memorial Day

12. Support Received by the Contractor from the Department

- a. The Department will provide technical assistance and/or training, as it appears necessary. The Department will respond to all requests for technical assistance and training as early as possible within the time and budget constraints imposed upon it.
- b. The Department will furnish the Contractor with information and feedback relating to progress toward goals and programmatic problems. These will include appropriate monitoring reports, MIS statistical reports, fiscal reports and evaluation reports.
- c. The Department will also furnish the Contractor with information, as it becomes available concerning the labor market and federal regulation changes as appropriate.
- d. The Department will provide monitoring and evaluation of the programs through its Contractor Administration or various monitoring teams as necessary throughout the year and at the end of the year to measure the program's impact.
- e. The Department will maintain a position in the complaint resolution procedure as the step beyond the internal procedure of the Contract.

13. Support Received by the Department from the Contractor

- a. It is the responsibility of the Contractor to make every reasonable attempt to carry out the policies and procedures promulgated by the Department. It is the Contractor's further obligation to inform the Department of policies and procedures that are not working effectively, or are working to the detriment of participants in the WIA program.
- b. Requests for technical assistance and/or training needed to avert programmatic problems should be addressed in writing to the Contract Administrator.
- c. The Contractor will furnish the Contract Administrator with information as to the progress towards goals, programmatic problems and accomplishments and any steps taken to maintain or improve program quality when requested.
- d. The Contractor will furnish the Department Management Information System (MIS) with accurate transactions, documents and reports prepared by operating components on a regular and timely basis and in such format and details as required.
- e. The Contractor will deploy staff in a manner sufficient to provide services as prescribed in this Work Statement in accordance with the policies and procedure established by the Department of Labor, the Governor, and Maricopa County, including all revisions and procedural changes made by the Department through the contract period.

14. Relationships with Other Agencies( Referrals)

The Department maintains a variety of contracts administered through this Division. Its principle purpose is for the delivery of employment services to the "most in need". The Center(s) is the main and most versatile unit for delivering services. Some of them are directly related to the Center and some are not. Many deliver other services with special emphasis. Participants may enter the WIA system in a variety of ways.

All of the activities or services a participant needs may not be available in the program in which they enter. Therefore, it is necessary that some principles regarding program referrals be observed among all Contractors.

- a. If the Contractor does not have the most appropriate program for the eligible applicant, then the Contractor's program become the "sponsoring



program” and locates the most appropriate program/services and refers and advocates for the eligible applicant with the other agency.

- b. The Department encourages the planned utilization of resources in other programs for which an applicant is eligible when such utilization shows:
  - 1) participant needs have been identified and recorded;
  - 2) cooperation between and among Contractors;
  - 3) no duplication of services rendered;
  - 4) The movement of the individual is not otherwise governed by the Work Statement or other cooperative work agreements.
- c. The Contractor shall be receptive to consideration of program transfers or co-enrollment with other Contractors who offer a limited range of services for those not offered by the “sponsoring program”.
- d. At the direction of the Department, the Contractor shall develop cooperative working agreements with other non-employment and training agencies for the purpose of better service to those most in need by maximizing and linking resources. Documentation shall be kept on times pertaining to the agreement.
- e. The Contractor shall also develop cooperative working agreements with other WIA funded programs within the Maricopa County area, as well as with other agencies providing workforce development services under the One-Stop Career System.

## 15. REPORTING REQUIREMENTS

- a. **Contractor Internal Monitoring Requirement**  
The Contractor shall have an internal monitoring process, which includes at a minimum:
  - ◆ Internal review of all processes/methodologies as outlined within this work statement, no later than the last working day following the completion of the first quarter of the contract period.
  - ◆ Provision of a Status Report to the Contract Administrator no later than ten working days into the first month of the second quarter of the contract period. The Status Report shall outline the findings of the internal monitoring activities, a plan of action to address areas of shortcomings and a request for technical assistance in areas of shortcomings as needed.

The self-monitoring process serves as a tool for early identification of potential problem areas and should generate technical assistance

requests or plans of action for improvements and increased quality of services provided.

- b. **Participant Attendance and Records**  
Attendance records will be maintained and furnished on all participants are subject to audit. Attendance records for all training components are utilized to record that the participant is participating satisfactorily in class and this is the basis for an individual receiving Needs Based Payments (NBP).
- c. **Projected Performance Indicators**  
Contractors will complete and submit the Projected Performance Indicators for approval prior to contract award. The Contractor must indicate the projected number of total enrollments, terminations, entered unsubsidized employment, etc. as per the instructions provided on the form.
- d. **Other Reports and Records**  
The Contractor will maintain and furnish all reports required by the Division.
- e. **MIS Requirements**  
All Contractors have three working days after a participant is enrolled terminated from or transferred to/from an activity to submit the appropriate paperwork to the MIS input/output operator.

## **SECTION II**

### **SPECIAL PROVISIONS**

**WORKFORCE INVESTMENT ACT OF 1998****A. DEFINITIONS**

As used throughout this Contract, WIA means the Workforce Investment Act of 1998.

**B. PURPOSE**

The purpose of this contract is to provide for services to individuals eligible for said services detailed in Section III, Work Statement(s). Contractor shall perform the and provide the services as identified in the Work Statement(s), and shall immediately notify the Contract Administrator whenever it is unable to, or anticipates an inability to, perform any of the work, or provide any of the services, required by the terms of this contract.

**C. CHANGES**

The Contract Administrator may, at any time, by written order, make changes within the general scope of this contract in any one, or more, of the following:

1. Work statement activities reflecting changes in funding source or Department regulations, policies, or requirements;
2. Reallocation of budget line item amounts in accord with funding source or Department regulations, policies, or requirements, or whenever any budget line item is increased or decreased by 10% or \$300, whichever is greater, during the term of the Contract. Such Change Orders may be issued quarterly for changes incurred during that period.
3. Administrative requirements, including, but not limited to, reporting formats, quality, and quantity as required by the funding source or Department regulatory requirements.

Such order will not serve to increase, or decrease, the Operating Budget total without written approval of both parties involved. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor without written agreement by both parties.

Any dispute or disagreement caused by such written order shall constitute a "dispute" within the meaning of the Disputes Clause of the General Provisions of this contract and shall be administered accordingly.

The Changes Clause may not be used in Intergovernmental Agreements (IGA). Only formal Amendments, as processed under the provisions of A.R.S. § 11-951 may be utilized.

D. ADVERTISEMENTS

All public announcements, bulletins, and other advertisements pertaining to programs funded under the WIA must identify the Human Services Department, Maricopa County Private Industry Council, and WIA as the source of the funding.

E. APPLICABLE LAWS/REGULATIONS

1. The Contractor shall comply with all applicable Federal, State, and Local statutes and ordinances, and any regulations promulgated thereunder. This includes, but is not limited to, the Hatch Act of 1982 (5 USC 1501, et. Seq.), the Workforce Investment Act, Title VI and Title VII of the Civil Rights Act of 1964 (as amended), Department Directives, Federal Management Circular (FMC) 74-4, Restrictions of Lobbying (31 USC 1352, et. Seq.), and 26 CFR Parts 1,7,10,25,53,56, and 602.

2. Contractor shall establish and use internal program management procedures sufficient to establish that funds have been properly used pursuant to 20 CFR 629.35, which shall include, but not be limited to, an establishment personnel policy and pay plan.

3. Grievances Procedure

In addition to the requirements of the clauses on Grievance Procedure, the Contractor shall comply with the "Grievances or Complaint" procedures set forth in 20 CFR 629.53, and the "Complaint and Hearing" procedures set forth in PL 97-300, Section 144a, if applicable. Participants shall be afforded at least the minimum procedural protection set forth in the applicable Section, in addition to other requirements as listed in the aforementioned regulation.

4. Other Administrative Procedures

All services provided for under this Contract are subject to further specifications mandated by the State of Arizona's WIA Administration. The requirements will be forwarded to the Contractor upon receipt from the State.

F. EXCLUSIVE USE

All services, real property goods, and/or personnel time provided for by this Contract should be expended exclusively to meet program objectives as set forth in this Contract. Any deviation from the above is prohibited by the Department without prior written approval.

G. TRAVEL

The Department shall not reimburse the Contractor for out-of-County travel without prior written approval from the Contract Administrator.

H. POSITIONS AUTHORIZED

The Contractor shall not establish any positions to be funded by this Contract, other than those described by the Work Statement(s) or Budget Section of this Contract. No employee shall hold more than one (1) authorized paid position.

I. PARTICIPANTS PAYMENTS AND BENEFITS

Participants in On the Job Training (OJT) and classroom training programs and activities conducted pursuant to the Contract shall be paid such wages and benefits as are required by 20 CFR 629.21 and 629.22.

J. PURCHASING

Approval of the Operating Budget does not constitute approval to purchase items in excess of \$300 without Contract Administrator written authorization. Purchases may not be segmented or divided to avoid the \$300 limitation. The Contractor should inform the Department of receipt of purchased items so that Department Staff may inventory the items. Capital equipment should not be purchased unless authorized in writing by the Contract Administrator.

K. SUBCONTRACTING

The Contractor shall have the right to subcontract for the performance of its obligations hereunder, provided that any such subcontracts shall be submitted to the Contract Administrator for review and approval at least five (5) days prior to execution. All such subcontracts shall comply with applicable laws and regulations, and shall be in furtherance of the Contractor's obligations hereunder and not inconsistent therewith. If the Contract Administrator determines that a subcontract does not comply with the applicable laws and regulations, the Contract Administrator shall specify in writing the reasons why the subcontract does not so comply and shall return the subcontract, together with such reasons, to the Contractor and the Contractor shall not enter into the proposed subcontract.

L. PERFORMANCE CONTRACTS EXEMPTIONS

The following clauses are exempted due to performance contracts requirements:

General Provisions:

Section:      xx – Financial Management  
                 xx – Competitive Bid Requirements  
                 xx – property

## Special Provisions:

Section: J – Purchasing

The exemption of these paragraphs is subject to the administrative direction of the Arizona Department of Economic Security as WIA Grant Administrator for the State of Arizona.

M. STAFF REORGANIZATION

The Contractor shall notify the Department immediately whenever there is a change in Program Director, Fiscal Officer, or Chief Financial Officer.

N. DEPARTMENT DETERMINATIONS

The Department reserves the right to increase, or decrease Contractor's budget or work scope, for any and all work statement(s), based on over-under-, or non-performance.

O. ALLOCATION OF FUNDING

Should additional funds become available for the time period of the Contract, the Department reserves the right to allocate these funds, and proportionate services into successful proposer's budget and programs without an additional Request for Proposal (RFP) process. Proportions of allocations to subcontractors may be adjusted by the Department according to over/under performance and/or need.

P. PROBATIONARY CLAUSE

The Maricopa County Human Services Department / Job Training Partnership Act (MCHSD/WIA) staff will conduct regular monitoring and reviews of all Contractors. If, as a result of a review, the staff identifies such things as, but not limited to, compliance violations, lack of performance, mismanagement, or other indications that adversely affect program operations, MCHSD/WIA staff may elect to place the Contractor on probation for a specified timeframe.

Probationary status will be recommended for those Contractors failing to achieve a standard level of performance, as indicated by the Monitoring/Quality Assurance Report.

Once a Contractor has been given probationary status, that Contractor will be monitored on a monthly basis. Probationary status will continue to be in effect until:

1. Corrective actions are implemented and improvements are demonstrated and documented.

2. Further monitoring indicates that the Contractor's activities no longer warrant a probationary status.

If a Contractor fails to comply with corrective actions or monitoring recommendations, the MCHSD/WIA staff may select, but are not limited to, the following remedies:

1. De-obligate unspent funds from under-performing Contractors.
2. Reissue the Contract via the Request for Proposal (RFP) Process.

Q. AUDIT REQUIREMENTS

Contractors in receipt of Federal funds through the Maricopa County Human Services Department are subject to Federal audit requirements per PL 98-502 "The Single Audit Act". The contractors shall comply with OMB A-128 by contracting for A-128, A-110 Attachment F, A-133, or program audits, as applicable. Upon completion, such audits shall be made available for public inspection and submitted to Maricopa County Internal Audit within thirty days of completion. Audits shall be submitted within the twelve months following the close of the fiscal year. Contractors shall take corrective actions within six months of the date of the receipt of the reports. The Human Services Department shall consider sanctions as described in Section 17 of OMB A-128 for contractors not in compliance with the audit requirements.



# **SECTION III**

## **WORK STATEMENT**

## **WORKFORCE INVESTMENT ACT OF 1998 YOUTH SERVICES**

### **A. BACKGROUND:**

The Workforce Investment Act of 1998 (WIA) replaces the Job Training Partnership Act on July 1, 2000. The purpose of the WIA is to "provide workforce investment activities through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skills attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation."

Title 1 of the Workforce Investment Act provides local areas with three funding streams to make services available to Adults, Dislocated Adults, and Youth.

### **B. PURPOSE:**

The purpose of this contract is to have qualified Providers for Workforce Investment Act Youth Services in the Eastern and Western communities of Maricopa County's Workforce Investment Area. The Maricopa County workforce investment area encompasses all of Maricopa County outside of the City of Phoenix. The Eastern communities include all communities to the East of Central Avenue (outside the City of Phoenix) and the Western communities include all communities to the West of Central Avenue (outside of the City of Phoenix).

The purpose of youth workforce investment activities is to:

- provide to eligible youth (ages 14-21) seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
- ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- provide opportunities for training to eligible youth;
- provide continued supportive services for eligible youth;
- provide incentives for recognition and achievement to eligible youth;

- and provide opportunities for eligible youth in activities related to leadership, development, decision making, citizenship, and community service.

**C. GOAL:**

The goal of Maricopa County's Workforce Investment Board, Maricopa Workforce Connections, Inc., is to provide a comprehensive workforce development system under which Maricopa County residents can access appropriate job training and educational opportunities. Effective services will enhance or increase the capability and opportunity for participants to achieve desired program outcomes. Services provided with WIA funds will be linked with existing youth programs and other appropriate programs and services. WIA funds are not intended to duplicate services already available in the local area, but WIA funds may be utilized to address gaps in needed services, and enhance or expand existing services. Funds from this proposal are to be utilized in providing direct programmatic services to eligible youth and for staff who will provide direct client services to eligible youth. Collaboration is encouraged among youth service providers in order to leverage resources.

**D. METHODOLOGY:**

This is a collaborative comprehensive program utilizing experienced partners who have demonstrated expertise in fulfilling the requirements of youth services and who will provide the such services under the WIA. The contract period is September 20, 2000, to September 30, 2001. Renewal will be contingent upon the achievement of:

- Meeting Federal, State, and local required performance standards
- Successful on-site monitoring visits by Maricopa County staff (semi-annually)
- Submittal of timely reports
- Response to the revised standards for the second year of funding to show continuous improvement

**E. ELIGIBLE YOUTH:**

An eligible youth is an individual who is not less than 14 years of age and not more than 21 years of age; is a low income individual; and has one or more of the following:

- Deficient in basic literacy (reading, writing, math skills)

- Secondary school dropout
- Homeless, runaway, or a foster child
- Pregnant or a parent
- Offender
- Individual who requires additional assistance to complete an educational program or to secure and hold employment
- Individual who is defined “at-risk” by the local Workforce Investment Board, MWC, based upon assessment of skill needs, barriers, and/or referral from:
  - Juvenile Justice Court System
  - Youth Services program providers
  - Local Education Agencies

No more than 5% of participants assisted may be individuals who **do not** meet the minimum income criteria if they fall in one or more of the following categories;

- School dropouts
- Basic skills deficient
- Has educational attainment at one or more grade levels below the appropriate grade level to the age of the participant
- Pregnant or parenting
- With disabilities including learning disabilities
- Homeless or runaway youth
- Offenders
- Youth who face serious barriers to employment as identified by the local board

**F. Eligibility Determination:**

The determination of eligibility for youth applying for WIA Title 1 Youth services is the responsibility of the MCHSD. The Contractor will not be required to determine eligibility. All eligibility procedures will be in compliance with WIA laws and regulations, all State WIA policies, and all applicable local MCHSD/MWC policies. All youth must be determined eligible in order to receive any WIA Title I Youth services.

Eligibility determination may be conducted at the Maricopa Workforce Development Centers located throughout Maricopa County, at Youth Provider sites, or at other locations as necessary such as Community Action Program offices, local schools, and other agencies serving youth. Eligibility may be conducted on a walk-in basis or by appointment.

**G. Program Requirements**

The following ten required elements for youth programs must be available to all youth. However, it may be determined that participants be enrolled only in appropriate and relevant elements. The enrollment decision will be made through discussion between the case manager and the participant.

Through the collaborative partnership formed, the youth program design will make the following ten activities available to eligible youth participants:

1. **Tutoring, study skills training, instruction leading to completion of secondary school, including dropout prevention strategies** will be made available to program participants who have been determined to be deficient in basic literacy skills or those needing assistance to complete their secondary education. Collaborative agreements with entities currently providing such services will be established to reduce duplication. A referral and follow-up process will be developed and implemented.
2. **Alternative secondary school services** will be available for participants who would not otherwise re-enter high school to complete a high school diploma or a G.E.D. MWC will enter into partner agreements to ensure easy access to alternative schools geographically located throughout Maricopa County.
3. **Summer employment opportunities** that are directly linked to academic and occupational learning will be made available to program participants. The summer program will place emphasis on work experience through competency-based instruction provided at the work site. The learning experiences at each work site will vary widely depending on the job tasks and supervisor's orientation. The focus of summer job activities is the attainment of specific occupational, work maturity, and citizenship skills (skills which improve the quality of the participant's role in the community and society). Summer components will run from approximately April to October (even though contract are from July through June).
4. **Paid and unpaid work experience including job shadowing and internships** will be made available to each participant. Work experience is designed to promote the development of good work habits and basic work skills. This shall be accompanied either concurrently or sequentially by other services to increase the basic educational and/or occupational skills of the participant. Internships are assignments to benefit the participant that are designed to enhance the long-term employability of youth. An internship may be combined with classroom instruction relating to a particular position,

occupation, industry, or the basic skills and abilities to successfully compete in the local labor market. Placement will be based on participant interest/work skills identified during the objective assessment process.

5. **Occupational skill training** will be available to provide program participants with the academic and technical instruction necessary to meet employment requirements. MWC and the Youth Council will use only those schools who meet certification requirements under the WIA Adult and Dislocated Worker Individual Training Account process.
6. **Leadership development opportunities** may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours. Training will include, but is not limited to; job readiness skills, communication skills, and team building skills, time management, and other “soft skills” training and community-based activities. Leadership development activities will result in the attainment of the Secretary’s Commission on Achieving Necessary Skills (SCANS) from the U.S. Department of Labor.
7. **Supportive services** – During the objective assessment process individuals are assessed for financial and non-financial support services needs. Non-financial support services may include referrals for childcare, utility/energy assistance, housing, food, health/medical and clothing assistance. Individuals are given the appropriate referrals to available resources. Participants may receive a stipend to offset training-related expenses such as transportation costs. Individuals who do not qualify for WIA funds will be given appropriate referrals to area agencies and schools in order to best meet their needs.
8. **Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months** – Individuals with mentoring experience or individuals who have expertise in working with youth will enter into a committed formalized agreement to interact with a youth on a scheduled basis. Educational opportunities, occupational opportunities, and barrier resolution will be among the topics addressed in the mentor/mentee relationship.
9. **Follow-up services for not less than 12 months** will occur for each program participant. Performance measures will be in line with the State Performance indicators and will align with WIA

[Section 136(b)(ii)]. Performance indicators for all eligible youth will include, but are not limited to:

- Attainment of basic skills (as measured by state standardized test)
- Academics (beyond 8<sup>th</sup> grade level) Work readiness or occupational skills
- Attainment of high school diploma or G.E.D
- Placement, completion, and retention in post-secondary education or advanced training; employment; military, qualified apprenticeships; and/or industry certification

**For youth ages 19 – 21 years old:**

- Placement in unsubsidized employment
- Retention in unsubsidized employment for six months after job entry
- Attainment of recognized postsecondary credential

10. **Comprehensive guidance, counseling, and referral** – this process will assist program participants to recognize their needs, opportunities, strengths and/or limitations; to make decisions based on this information; to remove barriers to success; to receive support services when appropriate; and to create an educational/vocational attainment plan.

Comprehensive case management files will be required with relevant data about each participant. Information should include but is not limited to:

- A copy of the participant WIA registration form
- Program elements into which the participant is/was enrolled
- Objective Assessment information
- An individual Employment Development Plan (EDP) will be prepared, tracked and held in the file
- Follow-up information
- Placement information (job, OJT, training, education)
- Achievement of high school diploma, GED, or equivalent
- Case Notes
- Support Services
- Referrals for non-WIA services

**H. Performance Measures:**

WIA establishes performance measures to assess the effectiveness of States and local areas in achieving continuous improvement of workforce investment activities. WIA defines performance indicators separately for youth aged 14 through 18 and for youth aged 19 –21.

**Core Performance Indicators for youth 14 – 18 are:**

- Attainment of basic skills, and as appropriate, work readiness or occupational skills;
- Attainment of secondary school diplomas or their recognized equivalents; and
- Placement and retention into post-secondary education or advanced training, or placement and retention into military service, employment, or qualified apprenticeships.

**Core Performance Indicators for youth 19 – 21 are:**

- Entry into unsubsidized employment
- Retention in unsubsidized employment six months after entry into employment;
- Earnings received in unsubsidized employment six months after entry into employment' and
- Attainment of recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills.

In addition to the above core indicators of performance, WIA requires two customer satisfaction indicators –one for participants and one for employers.

**Calculation of Performance Measures:**

At this time performance measures have not been finalized. Once this information is made available it will be posted on the MCHSD Web site: [[www.hsd.maricopa.gov/mwc](http://www.hsd.maricopa.gov/mwc)] and will be sent to each registered potential Provider or may be obtained by calling Susan Schmidt at (602) 506-0584.



# **SECTION IV**

## **BUDGET**

I. OPERATING BUDGET DEFINITIONS

- A. Accrued Expenditures means charges made to the WIA program.
- B. Act means the Workforce Investment Act.
- C. Allowable Costs are those costs which are necessary and reasonable for the proper and efficient administration of the program and are allocable to the program as provided in part II (D) of this attachment.
- D. Capital Equipment means any article of non-expendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of \$1,000 or more per unit.
- E. Commercially Available or Off-the-Shelf Training Package means a training package sold or traded unmodified, in substantial quantities to the general public in the course of normal business operations, at prices based on established catalog or market prices. The package must include performance criteria.
- F. Contractor means the organization, entity, or individual that is awarded a procurement contract under the recipient's or sub-recipient's procurement standards and procedures.
- G. Cost means accrued expenditure.
- H. Equipment means equipment cost and equipment maintenance cost of \$100.00 - \$999.00. Equipment cost is the cost of purchase, rental, depreciation and/or use allowance. Equipment maintenance cost is the cost necessary to keep equipment at an efficient operating level to include maintenance service provided by vendors. It does not include employee cost or the materials necessary for repairs.
- I. ERE means the Employee Related Expenses (including fringe benefits) of those persons who are salaried program staff members in whole or in part of the contract.
- J. Funding Period means the period of time when WIA funds are available for expenditure.
- K. Materials and Supplies means the costs of materials and supplies necessary to the delivery of contract services to include program supplies, general office supplies, equipment (with an acquisition cost of less than \$100.00), postage, reproduction and printing (excluding rental/purchases cost of a photocopier), and maintenance materials.
- L. Obligations means the amount of orders placed, contracts and sub-grants awarded, goods and services received, and similar transactions during a funding period that will require payment by the provider during the same or future period.
- M. Operating Services means all services necessary to perform administrative and program operations as defined but not limited to those items listed below:
  - 1. Central Services – service costs such as administrative, data processing, payroll, supply and duplicating facilities for which expenses can be calculated and segregated as a direct cost.
  - 2. Communication – telephone and answering service costs as well as telephone directory listing.
  - 3. Bonding – as required by the contract.
  - 4. Advertising – to qualify as an expense, the purpose of advertising must be to; acquire quality goods or services at a low cost; recruit potential employees; and/or inform the public of the availability of services.
  - 5. Staff Training – the training of employees directly related to the contract service.

6. Trade, Business, Technical and Professional Activities – costs necessary to provide reference backgrounds updating employee's knowledge and maintenance liaison or contact with similar activities. All such charges must be in the Provider agency name. These costs include, but are not limited to, library (purchase and fees), subscriptions (professional literature), membership (dues), and professional activities, clubs and meetings.
  7. General Liability Insurance – those insurance costs which the Provider is required to carry or which are approved under the terms of the contract.
- N. Personnel means the salaries of all staff members, in whole or in part, who are directly involved in the delivery of services under this contract.
- O. Professional and Outside Services means any subcontractor approved by the Department for the private or commercial delivery of services.
- P. Program Year means the 12-month period beginning July 1 of the indicated year.
- Q. Space means the cost of office space for the program staff, program files, storage maintenance and operation of space and utilities.
- R. Travel means the cost of program-related travel for the delivery of revises under this contract. No out-of-County travel without prior approval of the WIA Contract Administrator is permitted.
- S. Tuition, Basic Education and OJT means the reimbursable costs for youth participants attending schools that requirement tuition expenses or receiving On-The-Job training - whereas a employer trains and is reimbursed up to 50% of the wages for training the youth participant.

## II. OTHER COST CLASSIFICATION GUIDANCE

- A. Personnel and related non-personnel costs of the provider's staff, including program directors, that perform services or activities that benefit two or more of the cost categories identified in this attachment may be allocated to the benefiting cost category based on documented distributions of actual time worked and related costs.
- B. Where an award to a subrecipient is for a "commercially available or off-the-shelf training package" as defined at part I(F) of this attachment, the subrecipient may charge all costs of such package to the direct training services cost category. An example of this circumstance is individual purchased vocational training contracts.
- C. Profits, fees and other revenues earned by a provider that are in excess of actual costs incurred, to the extent allowable and consistent with the guidelines on allowable costs prescribed by the Governor in accordance with the definition in part I (D) of this attachment, may be allocated to all three cost categories based on the proportionate share of actual costs.

## III. ALLOWABLE COSTS

- A. Costs charged to the program shall be accorded consistent treatment through application of generally accepted accounting principles appropriate to the WIA program.
- B. Applicable credits such as rebates, discounts, refunds, and overpayment adjustments, as well as interest earned on any of them, shall be credited as a reduction of costs if received during the same funding period that the cost was initially charged. Credits received after the funding period shall be returned to the Department.
- C. The following costs are not allowable charges to the WIA program.
  1. Costs of fines and penalties resulting from violations of, or failure to comply with, Federal, State, or local laws and regulations.

2. Back pay, unless it represents additional pay for the WIA services performed for which the individual was underpaid;
  3. Entertainment costs;
  4. Bad debts expense;
  5. Insurance policies offering protection against debts established by the Federal Government;
  6. Contributions to a contingency reserve or any similar provision for unforeseen events;
  7. Cost prohibited by Lobbying Restrictions or costs of any salaries or expenses related to any activity designed to influence legislation or appropriations pending before the Congress of the United States; and
  8. Cost of activities prohibited in public service employment prohibition; nondiscrimination and nonsectarian activities; relocation; employment generating activities; and displacement.
- D. Costs of travel and incidental expenses incurred by volunteers are allowable provided such costs are incurred for activities that are generally consistent within the Act.
- E. Construction costs are not allowable costs except for funds used to:
1. Purchase equipment, materials and supplies for use by participants while on the job and for use in the training of such participants (examples of such equipment, materials and supplies are hand tools, work clothes, and other low cost items); and
  2. Cover costs of a training program in a construction occupation, including costs such as instructor's salaries, training tools, books, and needs-based payments, or other financial assistance to participants.
- F. The Workforce Investment Area reserves the right to impose additional guidelines on allowable costs that are consistent with the cost principles and allowable costs provisions described above, and that include, at a minimum, provisions that specify the extent to which the following cost items are allowable or unallowable WIA costs, and if allowable, guidelines on conditions and amounts, documentation requirements, and any prior approval requirements applicable to such cost items:
1. Compensation for personal services of staff, including wages, salaries, supplementary compensation, and fringe benefits;
  2. Advertising costs;
  3. Depreciation and/or use allowances;
  4. Printing and reproduction costs;
  5. Interest expense;
  6. Expenditures for transportation and travel;
  7. Payments to OJT employers, training institutions, and other vendors;
  8. Fees or profits:

#### IV. COMPENSATION

- A. The Contractor may request an initial payment on an estimated reimbursement for the purpose of establishing a working capital fund. The contractor must state why the initial payment is needed (i.e., show financial need) and include a financial summary in a format established by the Department which categorizes the expenses to be covered by the request.
- B. The initial payment shall be made by the Department subject to the availability of funds and may not exceed one-sixth (1/6 of the reimbursable amount without approval of the Director. The initial payment shall be repaid by the end of the fourth quarter of the fiscal year under contract. Repayment will be made by a reduction in subsequent reimbursements or as a direct payment by the Contractor.

- C. Subject to the availability of funds, the Department shall reimburse the Contractor for allowable direct and indirect costs associated with the performance of work and the provision of services under this Contract up to a maximum total reimbursement of the reimbursable contract amount.
- D. The Contractor may deviate plus or minus 10%, or \$100, whichever is more, from the line item amounts identified in the Operating Budget provided that the maximum reimbursable amount is not exceeded. Quarterly Change Orders may be issued for cumulative changes incurred during that period. Changes exceeding the above stated amount will require a Change Order as specified in the Changes clause of the Special Provisions or a formal Amendment as specified in the Amendments clause of the General Provisions of this Contract.
- E. Reimbursement for indirect costs will not be made until such time as the Contractor has submitted, the Department has approved, a cost allocation plan or the Contractor has submitted, and the Department has accepted, a negotiated indirect cost rate granted by a cognizant Federal agency.
- F. The Director shall be sole determiner of the availability of funds.

V. METHOD OF PAYMENT

- A. On or before the tenth (10<sup>th</sup>) working day of the month following a month of service delivery or work performance, the Contractor shall submit to the Contract Administrator/Specialist a claim (invoice) for allowable costs incurred during the billing period (with a reconciliation worksheet to the accounting system).
- B. Subject to the availability of fund, the Department will, within twenty (20) working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment up to the maximum total allowable for the previous month of service provision or work performance. Should the Contract Administrator make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protest the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the General Provisions of this contract.
- C. The Contractor understands and agrees that the Department may not honor any claim for payment submitted after the fifth (5<sup>th</sup>) working day of the month following the Contract termination date.

VI. ACCOUNTING PROCEDURES

The Contractor assumes the obligation to properly account for the funds under this Contract as specified in the Department WIA Fiscal Manual, and to provide financial status reports as required. The Contractor shall establish a financial management system or modify its existing system to provide for the following:

- A. Accurate, current and complete disclosure of the subgrant or contract in accordance with reporting requirements established by the SDA.
- B. Records, which document the source and application of funds for the grant, program. These records shall provide information on budgetary authorizations obligations, outlays, income, assets, liabilities and unobligated balances.
- C. Effective control over and accountability for all funds, property and other assets. Agencies shall adequately safeguard all such assets and shall insure that they are used solely for authorized purposes.
- D. Comparison of actual expenditures with budget amounts for each contract.

- E. Procedures to minimize the time elapsing between the receipt of funds from MCHSD and disbursement by the Agency.
- F. Procedures for determining the allowability and proper classification of costs.
- G. Accounting records, which are supported by source documentation.